

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF PAGES 3		
2. AMENDMENT/MODIFICATION NO. 0008		3. EFFECTIVE DATE 1-31-03		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
U.S. Army Engineering & Support Center, Huntsville ATTN: CEHNC-CT-S/Arlene Dussault/256-895-1184 4820 University Square Huntsville, AL 35816							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. DACA87-01-R-0023 <input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 10 September 2001 <input type="checkbox"/> 10A. MODIFICATION OF CONTRACTS/ORDER NO. <input type="checkbox"/> 10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

STANDARD FORM (SF) 30 BLOCK 14 CONTINUATION PAGE**1. Modifications are made to the following sections of the solicitation:**

a. Section B, paragraph(s) B.5, Instructions for Completing Schedules B-1 and B-2, B.5.3, Utility Services, and Schedule B-1. The following paragraphs have been added by way of Amendment 0008: B.6, Alternate Price Proposal; B.6.2, Service Charges for Alternate Price Proposals; B.6.2.1, Sub-CLIN AA: Applicable Tariff; B.6.2.2, Sub-CLIN AB: Monthly Credit as Payment for Purchase Price, and Schedule B-2.

b. Section G, paragraph G.1.2, Contract Specialist.

c. Section H, paragraph H.4, Interest, paragraph H.7, Method of Ordering – (Bilateral or Unilateral), paragraph H.9.2, Capital Upgrades, Improvements, System Expansion/Addition Projects and Replacements and Renewals, and H.9.3, Recoverable Portion of Capital Investment.

d. Section I, Clause 52.232-23, Assignment of Claims.

e. Section J, Data Item Description P016, Environmental Baseline Study (all systems).

f. Section L, paragraph L.1.1.1, Mailing Instructions, paragraph L.1.1.3, Formatting Instructions, paragraph L.1.1.4, Proposal Contents, paragraph L.1.1.8, Insurance, paragraph L.1.3.3, Past Performance Evaluation, and Clause 52.216-1, Type of Contract.

2. These modifications/additions are shown in bold print on the attached revised pages which are substituted for the existing corresponding pages as outlined below:

<u>SECTION</u>	<u>DELETE</u>	<u>SUBSTITUTE</u>
B	Page B-1 (Amend 0004)	Page B-1 (Amend 0008)
	Page B-3 (Amend 0004)	Page B-3 (Amend 0008)
	Page B-6 (Amend 0004)	Page B-6 (Amend 0008)
		Page B-7 – B-10 (Amend 0008)
G	Page G-1 (Amend 0004)	Page G-1 (Amend 0008)
H	Page H-1 – H-3 (Amend 0004)	Page H-1 – H-3 (Amend 0008)
I	Page I-2 (Amend 0004)	Page I-2 (Amend 0008)

<u>SECTION</u>	<u>DELETE</u>	<u>SUBSTITUTE</u>
J	DID P016 (all systems)	DID P016 (all systems) (Amend 0008)
L	Pages L-1, L-6, L-16 (Amend 0004)	Pages L-1, L-6, L-16 (Amend 0008)

3. Offerors must acknowledge receipt of this amendment with their proposals at the required closing date and time. The date and time specified for receipt of proposals remains the same (3 March 2003, 2:00 p.m. local time).

4. All other terms and conditions remain unchanged.

Section B EXECUTIVE SUMMARY

B.1 OBJECTIVE. To privatize the natural gas, electric, and water and wastewater utility distribution system(s) at Fort Polk, LA (hereafter referred to as the “Installation”) and to procure the utility distribution services of electricity, natural gas, water and wastewater from the new owner(s). Privatization is the conveyance of ownership of a utility system, or part of a utility distribution system to a municipal, private, regional, district, or cooperative utility company or other entity and the simultaneous procurement of the utility services from the new owner of the system. The acquisition of gas, electricity, water and wastewater as a commodity is not included in this contract.

B.2 BACKGROUND. DOD Reform Initiative Direction #49 states that the DOD will privatize all of its electric, water, wastewater, and natural gas utility systems, except where privatization is uneconomical or where unique security reasons mandate continued Government ownership.

B.3 CONTRACT STRUCTURE. The U.S. Army Engineering and Support Center, Huntsville will utilize a two-step process to privatize the Utility Distribution Systems at Fort Polk. After award of a contract, a task order will be issued for Systems Characterization, Inventory and Work Plan. Based on the information provided by the contractor as result of this task order (system characterization and work plan), the Government will determine if it is economically feasible to privatize in accordance with the criteria set forth in Title 10 of the US Code, Section 2688. If it is determined to be economically feasible to privatize the utility distribution system will be conveyed to the contractor and a task order will be issued for the Utility Distribution Services. If a decision is made that it is uneconomically feasible to privatize, the contract will be terminated for the convenience of the Government at no additional cost.

B.4 TECHNICAL AND PRICE PROPOSAL. Each offeror shall submit proposals in accordance with Section L.

B.5 INSTRUCTIONS FOR COMPLETING SCHEDULE B-1 and B-2. Schedule B-1 represents the offeror’s price for services. If an offeror submits a proposal based on regulated service rates that are set by law or regulation, then schedule B-2 shall be submitted in lieu of schedule B-1.

B.5.1 Acquisition Price (CLINs 0001AA, 0002AA, 0003AA, 0004AA, 0005AA). The offeror shall offer a price for conveyance of all right, title, and interest of the United States in the utility system.

B.5.2 Systems Characterization and Work Plan (CLIN(s) 0001AB, 0002AB, 0003AB, 0004AB, 0005AB). The offeror shall propose firm fixed price for execution of the services described in Section J, Attachment J.1.

B.5.3 Utility Services (CLINs 0001AC, 0002AC, 0003AC, 0004AC, 0005AC). The offeror shall propose a fixed monthly charge for 36 months. The fixed monthly charge shall include all costs to provide utility distribution services to the installation for operation and maintenance. Prices proposed for the Fixed Monthly Charge shall be based on expected price levels during the first three years of utility service. **Prices not set by law or regulation, (see DFARS 241.201(3)), will be redetermined in accordance with Section I, clause 52.216-5, Price Redetermination-Prospective.**

SUPPLIES OR SERVICES AND PRICES.

SCHEDULE B-1

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT OF ISSUE</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
CLIN 0001	Natural Gas Distribution System, Fort Polk			
CLIN 0001AA	Acquisition Price, Fort Polk Natural Gas Distribution System. Indicate whether the payment will be in the form of a Lump Sum Credit or Monthly Credits (must complete CLIN 0001AE for monthly credits) (See Section B, Paragraph B.5.1)	1 JB	\$_____	\$_____
CLIN 0001AB	System Characterization and Work Plan - Gas (See Section B, Paragraph B.5.2 and Section J, Attachment J.1)	1 JB	\$_____	\$_____
CLIN 0001AC	Utility Services, Gas Distribution System, in accordance with Section B, Paragraph B.5.3, and Section J, Attachment J.2)	36 MO	\$_____	\$_____
CLIN 0001AD	Capital Investment Recovery, Gas Distribution System, in accordance with Section B, Paragraph B.5.4, and Section H, Paragraph H.9)		TBD	TBD
CLIN 0001AE	Monthly Credit as Payment for Acquisition Price (see Section B, paragraphs B.5.1 and B.5.5) \$_____ Monthly Credit _____ # of months	____MO (fill-in the # of months)	\$ (_____)	\$ (_____)
CLIN 0002	Electric Distribution System, Fort Polk			
CLIN 0002AA	Acquisition Price, Fort Polk Electric Distribution System. Indicate whether the payment will be in the form of a Lump Sum Credit or Monthly Credits (must complete CLIN 0002AE for monthly credits) (See Section B, Paragraph B.5.1)	1 JB	\$_____	\$_____
CLIN 0002AB	System Characterization and Work Plan – Electric (See Section B, Paragraph B.5.2 and Section J, Attachment J.1)	1 JB	\$_____	\$_____
CLIN 0002AC	Utility Services, Electric Distribution System, in accordance with Section B, B.5.3 and Section J, Attachment J.3)	36 MO	\$_____	\$_____
CLIN	Capital Investment Recovery, Electric			

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT OF ISSUE</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
CLIN 0005AE	Monthly Credit as Payment for Acquisition Price (see Section B, paragraphs B.5.1 and B.5.5) \$_____ Monthly Credit _____ # of months	_____MO (fill-in the # of months)	\$(_____)	
CLIN *0006	Other Services (e.g. New Connections and Expansions as determined over the life of this contract)		TBD	

*This is not an evaluated CLIN.

B.6 Alternate Price Proposal

B.6.1 Alternate Price Proposal

The Offeror shall complete a schedule B-2 if proposing established or special tariff(s), schedule(s) and rate(s). Under the Federal Acquisition Regulations the terms tariff(s), schedule(s), and rate(s) apply to services for which prices are set or approved by an independent regulatory body (such as a State Public Service Commission or Public Utility Commission). See FAR 41.101 for definition of terms.

B.6.2 Service Charges for Alternate Price Proposals

FAR 52.216-5 PRICE REDETERMINATION—PROSPECTIVE (OCT 1997)), does not apply to tariff rates. See clause FAR 52.241-7, *Change in rates or terms and conditions of service for regulated services.*

B.6.2.1 Sub-CLIN AA: Applicable Tariff

The offeror shall propose a tariff rate or rates no less favorable than that offered to similarly situated utility customers. The offeror shall specify each proposed tariff and the buildings to which it applies (see paragraph L.1.4).

The total monthly price due to the Contractor will be the sum of the amount due under the Applicable Tariff, the recoverable portion of the purchase price as defined in paragraph H.9.3 and listed in the price proposal, and capital upgrades, as defined in paragraph H.9.2 and listed in the price proposal.

B.6.2.2 Sub-CLIN AB: Monthly Credit as Payment for Purchase Price

Monthly Credit as Payment for Purchase Price: The monthly credit is the monthly portion of the purchase price that will be credited to the Government over the number of months proposed by the offeror. The purchase price is the product of the monthly credit

multiplied by the number of months the Government will receive the credit. (Sub-CLIN AB). The credit will be applied to the fixed monthly charge, as defined in Sub-CLIN AA.

SCHEDULE B-2

Utility Service Payment by the Government

_____ (Installation Name)		
CLIN^a	Utility System	
Sub-CLINs	Supplies/Services	Tariff/Schedule/Rate
AA	Applicable Tariff(s) (See B.6.2, Service Charges for Alternate Price Proposals)	
AB	Monthly Credit as Payment for Purchase Price (see B.6.2, Service Charges for Alternate Price Proposals). \$ _____ Monthly Credit _____ # months	\$ _____
^a CLIN number to be filled in by the Offeror. CLIN numbers are shown in Schedule A paragraph B.3, <i>Systems to be Privatized</i> .		

SCHEDULE B-2

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>TOTAL AMOUNT</u>
CLIN 0001	Natural Gas Distribution System, Fort Polk	Tariff/Schedule/Rate
CLIN 0001AA	Acquisition Price, Fort Polk Natural Gas Distribution System. Indicate whether the payment will be in the form of a Lump Sum Credit or Monthly Credits (must complete CLIN 0001AE for monthly credits) (See Section B, Paragraph B.5.1)	\$ _____
CLIN 0001AB	System Characterization and Work Plan - Gas (See Section B, Paragraph B.5.2 and Section J, Attachment J.1)	\$ _____
CLIN 0001AC	Utility Services, Gas Distribution System, in accordance with Section B, Paragraph B.5.3, and Section J, Attachment J.2)	\$ _____
CLIN 0001AD	Capital Investment Recovery, Gas Distribution System, in accordance with Section B, Paragraph B.5.4, and Section H, Paragraph H.9)	TBD
CLIN 0001AE	Monthly Credit as Payment for Acquisition Price (see Section B, paragraphs B.5.1 and B.5.5) \$ _____ Monthly Credit _____ # of months	\$ (_____)
CLIN 0002	Electric Distribution System, Fort Polk	
CLIN	Acquisition Price, Fort Polk Electric Distribution System. Indicate	

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>TOTAL AMOUNT</u>
0002AA	whether the payment will be in the form of a Lump Sum Credit or Monthly Credits (must complete CLIN 0002AE for monthly credits) (See Section B, Paragraph B.5.1)	\$ _____
CLIN 0002AB	System Characterization and Work Plan – Electric (See Section B, Paragraph B.5.2 and Section J, Attachment J.1)	\$ _____
CLIN 0002AC	Utility Services, Electric Distribution System, in accordance with Section B, B.5.3 and Section J, Attachment J.3)	\$ _____
CLIN 0002AD	Capital Investment Recovery, Electric Distribution System, in accordance with Section B, Paragraph B.5.4, and Section H, Paragraph H.9)	TBD
CLIN 0002AE	Monthly Credit as Payment for Acquisition Price (see Section B, paragraphs B.5.1 and B.5.5) \$ _____ Monthly Credit _____ # of months	
CLIN 0003	Water and Wastewater Systems, Fort Polk	
CLIN 0003AA	Acquisition Price, Fort Polk Water and Wastewater Systems. Indicate whether the payment will be in the form of a Lump Sum Credit or Monthly Credits (must complete CLIN 0003AE for monthly credits) (See Section B, Paragraph B.5.1)	\$ _____
CLIN 0003AB	System Characterization and Work Plan – Water and Wastewater Systems (See Section B, Paragraph B.5.2 and Section J, Attachment J.1)	\$ _____
CLIN 0003AC	Utility Services, Water and Wastewater Systems, in accordance with Section B, B.5.3 and Section J, Attachment J.4.	\$ _____
CLIN 0003AD	Capital Investment Recovery, Water and Wastewater Systems, in accordance with Section B, Paragraph B.5.4, and Section H, Paragraph H.9)	TBD
CLIN 0003AE	Monthly Credit as Payment for Acquisition Price (see Section B, paragraphs B.5.1 and B.5.5) \$ _____ Monthly Credit _____ # of months	
CLIN 0004	All Systems, Fort Polk	
CLIN 0004AA	Acquisition Price, All Systems Fort Polk. Indicate whether the payment will be in the form of a Lump Sum Credit or Monthly Credits (must complete CLIN 0004 AE for monthly credits) (See Section B, Paragraph B.5.1)	\$ _____
CLIN 0004AB	System Characterization and Work Plan – All Systems (See Section B, Paragraph B.5.2 and Section J, Attachment J.1)	\$ _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT OF ISSUE</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
CLIN 0004AC	Utility Services, All Systems specified by the Offeror (See Section B, Paragraph B.5.3 and Section J, Attachments J.2, J.3, and J.4)	36 MO	\$_____	\$_____
CLIN 0004AD	Capital Investment Recovery, All Systems, in accordance with Section B, Paragraph B.5.4, and Section H, Paragraph H.9)		TBD	TBD
CLIN 0004AE	Monthly Credit as Payment for Acquisition Price (see Section B, paragraphs B.5.1 and B.5.5) \$_____ Monthly Credit # of months	____MO (fill-in the # of months)	\$ (_____)	
CLIN 0005	Combination of Systems specified by the Offeror			
CLIN 0005AA	Acquisition Price, Combination of Systems specified by the Offeror. Indicate whether the payment will be in the form of a Lump Sum Credit or Monthly Credits (must complete CLIN 0005AE for monthly credits) (See Section B, Paragraph B.5.1) List Proposed Systems Here: _____ _____ _____	1 JB	\$_____	\$_____
CLIN 0005AB	System Characterization and Work Plan – Combination of Systems specified by the Offeror (See CLIN 0005AA).	1 JB	\$_____	\$_____
CLIN 0005AC	Utility Services, Combination of Systems specified by the Offeror (See CLIN 0005AA) in accordance with Section B, Paragraph B.5.3	36 MO	\$_____	\$_____
CLIN 0005AD	Capital Investment Recovery, Combination of Systems specified by the Offeror (See CLIN 0005AA), in accordance with Section B, Paragraph B.5.4, and Section H, Paragraph H.9)		TBD	TBD

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT OF ISSUE</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
CLIN 0005AE	Monthly Credit as Payment for Acquisition Price (see Section B, paragraphs B.5.1 and B.5.5) \$_____ Monthly Credit _____ # of months	____MO (fill-in the # of months)	\$_____	
CLIN *0006	Other Services (e.g. New Connections and Expansions as determined over the life of this contract)		TBD	

*This is not an evaluated CLIN.

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 ADMINISTRATION DATA FOR EFFORT PERFORMED UNDER THE CLIN FOR "SYSTEM CHARACTERIZATION AND WORKPLAN":

G.1.1 CONTRACT ADMINISTRATION OFFICE

Commander
U.S. Army Engineering and Support Center, Huntsville
4820 University Square
Huntsville, AL 35816-1822

G.1.2 CONTRACTING OFFICER

Sharon H. Butler
U.S. Army Engineering and Support Center, Huntsville
Attn: CEHNC-CT-S
4820 University Square
Huntsville, AL 35816-1822

G.1.3 CONTRACT SPECIALIST

Arlene Dussault
U.S. Army Engineering and Support Center, Huntsville
Attn: CEHNC-CT-S
4820 University Square
Huntsville, AL 35816-1822
Phone No. 256-895-**1184**

G.1.4 PROGRAM MANAGER

Curt Murdock
U.S. Army Engineering and Support Center, Huntsville
Attn: CEHNC-IS-FS
4820 University Square
Huntsville, AL 35816-1822
Phone No. 256-895-1325

G.1.5 BILLING PROCEDURES

The contractor shall submit invoices in accordance with the approved milestone schedule.
Billings for fixed price orders shall be submitted pursuant to FAR clause 52.232-1, Payments.

G.1.6 PAYMENT AND BILLING OFFICE

The contractor shall submit all invoices/vouchers for payment for processing to:

Submit vouchers to:
Finance and Accounting Office
U.S. Army Engineering and Support Center, Huntsville
Attn: CEHNC-RM-F
4820 University Square
Huntsville, AL 35816-1822

Payment will be made by:
Finance Center - Millington
USACE Finance Center
5720 Integrity Drive
Millington, TN 38504-5005

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 INSURANCE REQUIREMENTS.

Prior to commencement of work, the Contractor shall furnish the original of **its** insurance certificate to the Contracting Officer. The Contractor shall maintain during the entire contract period the following minimum insurance requirements. See Section I (FAR 52.228-5).

H.1.1 Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000 per occurrence. No property damage liability is required.

H.1.2 Comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person, and \$500,000 per accident for bodily injury, and \$20,000 per accident for property damage.

H.1.3 Worker Compensation. Workers compensation and employer's liability insurance in the minimum amount of \$100,000.

H.1.4 Changes. The Contractor shall have an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective until thirty (30) days after the Insurer or Contractor gives written notice to the Contracting Officer.

H.1.5 Catastrophic Insurance. The contractor is required to have catastrophic insurance to cover the replacement value of the utility system or demonstrate sufficient financial resources to replace the system in the event of a catastrophic event. The Contractor shall provide a copy of the coverage to the Contracting Officer within 30 days after award of Task Order "Utility Services". If the coverage is changed the contractor shall provide an updated copy of coverage within 30 days of the change.

H.2 Reserved

H.3 Reserved

H.4 INTEREST. This paragraph does not apply to prices set by law or regulation, (see DFARS 241.201 (3)). The Contractor will be allowed to recover its interest costs associated only with capital expenditures to acquire, renovate, replace, upgrade, and/or expand utility systems. The Contractor will not be permitted to receive the facilities capital cost of money as a contract cost under FAR 31.205-10, Cost of Money. Interest rates used to calculate the allowable interest cost will be limited to 600 basis points above the Contract Disputes Act interest rate (41 U.S.C. 611) in effect at the time the Contractor makes the capital expenditure.

H.5 ANNUAL SERVICE PLAN.

The contractor shall submit an Annual Service Plan on or before February 1st of each year. The plan shall cover all work projected and estimated costs for the following Government's fiscal year (October 1 - September 30). The initial Draft Annual Service Plan shall be submitted within six months of contract award and shall cover the scope and estimated costs for the remainder of the current Government fiscal year. The Government may request clarification or modification of any plan within a thirty (30) day period from the submittal of each such plan. The Contractor shall respond to the Government's comments within a thirty (30) day period from the date it receives the Government's comments. This response shall state whether the Contractor agrees with the proposed modifications the Government has requested, or it shall include reasons why the Contractor does not agree with requested revisions. The Contractor shall not be required to modify its plan to incorporate Government comments if, in the Contractor's discretion, such changes might adversely affect health and safety standards; or if such changes are not consistent with the Contractor's operating standards and procedures for service to customer classes with service requirements substantially similar to requirements at the installation. The Government review will be for the purpose of verifying that service is rendered in accordance with the terms of the contract and that the Contractor's

proposed expenditures are consistent with the Government's budget requirements, as well as for necessity of effort and reasonability of costs. The Government may at this time negotiate with the contractor for items that affect the Government's cost of service. The contractor shall be responsible for providing the revised tasks below in accordance with the DID listed and as defined in Section C of the basic contract except as amended herein. The Contractor shall provide electronic copies along with the hardcopies. If submittal of the Annual Service Plan coincides with a price redetermination milestone, the contractor shall submit a price proposal in accordance with Section I, FAR 52.216-5, Price Redetermination – Prospective. Fixed price information contained in the Annual Service Plan submittal will be utilized to set cost spending limits.

- 1- Annual Budget and Expenditure Report: DID P007 (New)
- 2 – Capital Improvement Plan (System Expansion, Upgrade and Renewal Plan) with quality control authorities and procedures: DID P004 (Revised and updated).
- 3 – Operations, Maintenance and Repair Plan: DID P005 (Revised and updated)
 - (a) Staffing Plan: DID P014
 - (b) Compliance Plan:
 - (c) Health and Safety Plan: DID P001
 - (d) Quality Assurance and Surveillance Plan: DID P002
- 4 – Periodic System Studies: DID P009 (Revised and updated)
- 5 – Performance Measurement and Verification Plan: DID P015 (Revised and updated)
- 6 – System Inventory and Assessment: DID P003 (Revised and updated)
- 7 – Maps: DID P019 (Revised and updated)
- 8 – Emergency Operations Plan: DID P008 (Revised and updated)
- 9 – Disaster Recovery/Service Restoration Plan (Revised and updated)

NOTE: If items 2, 3, 4, 5, 6, 7, 8, or 9; do not require revisions, these documents will not be required to be reproduced in the current year's Annual Service Plan. The contractor must state which documents are not changed from the previous year in the executive summary of the Annual Budget and Expenditure Report.

H.6 ACCOUNTING PROCEDURES.

H.6.1 The Contractor shall separately record and classify all costs and payments associated with the systems on Fort Polk using the Contractor's standard accounting procedures and generally accepted accounting principles (GAAP).

H.6.2 The Contractor's accounting methodology should keep track of and clearly communicate, at any point in time, the value of the Contractor's unrecovered capital investment.

H.7 METHOD OF ORDERING - (BILATERAL OR UNILATERAL). Services to be furnished under this contract shall be ordered by the issuance of both bilateral and unilateral orders using DD Form 1155. Task Order types **may** be fixed price, **and/or fixed price contract with prospective price redetermination**. In the event the Government and the Contractor cannot reach an agreement on either the price and/or term for a Task Order or modification, the Government will issue the contract action unilaterally. The contractor will be required to perform in accordance with the task order modification. All disputes will be handled in accordance with FAR 52.233-1 Disputes.

H.8 Reserved

H.9 ACCOUNTING FOR CAPITAL INVESTMENT

H.9.1 This section, (H.9), does not apply to service rates set by law or regulation as defined in DFARS 241.201 (3).

H.9.2 Capital Upgrades, Improvements, System Expansion/Addition Projects and Replacements and Renewals. The price of each capital upgrade project proposed by the offeror will be recovered through monthly cost of service charges (depreciation and interest) over the useful life of the project assets. Depreciation of the capital asset shall begin when the asset (upgrade/addition) is put in useful service. The contractor shall submit a schedule for each project detailing the charges by month for the entire depreciation period. The schedule shall define the depreciation period, total number of payments, and the depreciation amount and interest amount for each payment. Monthly invoices from the contractor shall refer to each specific project schedule by payment number.

H.9.3 RECOVERABLE PORTION OF CAPITAL INVESTMENT

The **cost of capital investment** has two components: (1) Tangible Assets (structures, components, plant, equipment, inventories, etc.); and (2) Intangible Assets/Goodwill (contracts, licenses/permits, market share, strategic location, excess capacity, new business opportunities, etc.). The recoverable portion of the Acquisition Price is that portion that represents the contractor's investment in the tangible system assets. The value of the tangible assets will be determined using the replacement cost new less depreciation valuation method. This value will be recovered through cost of service charges (depreciation and interest) over the remaining useful life of the system. The intangible assets/goodwill are not recoverable as a cost of service

The contractor shall submit a schedule for the cost of service depreciation charges by month for the depreciation period. The schedule shall define the depreciation period, total number of payments, and the depreciation amount and interest amount for each payment. Monthly invoices from the contractor shall refer to each specific project schedule by payment number.

H.9.4 MOBILIZATION.

The capital asset costs of mobilization shall be recovered through monthly cost of service charges (depreciation and interest) over the useful life of the project assets. The contractor shall submit a schedule of charges by month for the depreciation period. The schedule shall define the depreciation period, total number of payments, and the depreciation amount and interest amount for each payment. Monthly invoices from the contractor shall refer to each specific project schedule by payment number.

52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.227-1	Authorization and Consent	JUL 1995
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration Of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims – Alt I (Apr 1984)	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1 Alt I	Disputes (Dec 1998) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAR 2000

SECTION L

Instructions, Conditions and Notices to Bidders

L.1 PROPOSAL PREPARATION INSTRUCTIONS

L.1.1 GENERAL

L.1.1.1 Mailing Instructions: Packages and/or envelopes containing the Technical Proposal and Cost Proposal shall be marked with the solicitation number and mailed to U.S. Army Engineering and Support Center, Attn: CEHNC-CT-S (**Ms. Arlene Dussault**), 4820 University Square, Huntsville, AL 35816. Neither facsimile nor electronic offers are authorized.

L.1.1.2. Packaging Instructions: The Technical Proposals and Price Proposals shall be completely separate from each other, in separate binders, with no intermixing of materials. Multiple cost proposals may be enclosed in a single binder, but should be clearly marked to indicate the system, or systems, included in each particular proposal. No contractual price information should be included in the Technical Proposals. As the Technical Proposal should describe the capability of the Offeror to participate in this effort, it should be specific and complete in every detail. Proposals that merely offer to provide service in accordance with the Government's Statement of Work shall be considered technically unacceptable and shall not be considered further. The Offeror must submit a definitive proposal to achieve the end results that are set forth in the Government's requirements. The Offeror should furnish the following information, which will be used to evaluate the proposal. The information should be submitted as listed below.

L.1.1.3 Formatting Instructions: Technical Proposals are to be submitted in original and 8 machine reproduced copies. The technical Proposal text should be typed, single space, Courier font, 12 pitch (or equivalent) and submitted on standard (8 1/2" x 11") paper, with foldouts no more than 17" long. Technical proposals should be no more than 150 single sided pages in length **per system or 75 double-sided pages in length per system** exclusive of attachments, cover page, and table of contents.

L.1.1.4 Proposal Contents: The Price/**Cost** Proposals shall be submitted separately from the Technical Proposals, and shall consist of Sections B, K and Standard Form (SF) 33 (Section A) of this solicitation and cost information required by Section L. An original and 6 machine reproduced copies **and one compact disk (CD) in Microsoft Word or Excel** are required.

L.1.1.5 Return of Proposals: Proposals submitted in response to this solicitation will not be returned.

L.1.1.6 Duration of Proposals: Proposals shall remain effective for 180 days from the date of receipt.

L.1.1.7 Documents Incorporated by Reference: Documents such as statutes, tariffs, operating manuals, and specifications may be incorporated by reference however the full text document should be provided as an attachment to the appropriate volume.

L.1.1.8 Insurance: The offeror shall indicate in its proposal whether it will be obtaining insurance or be self insured. The proposal should include terms of the insurance, limits of coverage, and deductible amounts. In accordance with Section H, paragraph **H.1.5**, the offeror is required to have catastrophic insurance. If self-insured, the offeror shall demonstrate sufficient financial resources to replace the system in the event of a catastrophic event. (This will not be an evaluated factor; however, it will be considered in determining responsibility.)

L.1.1.9 Number of Awards:

If the contractor is awarded multiple systems a single award will be made for said systems. Therefore, the number of awards may be less than the number of systems listed in the RFP.

References will be contacted to obtain Past Performance information. If the offeror fails to provide valid customer contacts, past performance references may not be considered.

L.1.3.2 System Acquisitions. The offeror shall provide a list of all system acquisitions completed within the last 10 years or currently in progress, which are of similar scope, magnitude, and complexity to the requirements of this request for proposals. NOTE: If the offeror has no such acquisitions, a negative response is required. The list should include the following:

1. Name of the acquisition or project
2. Brief description of contract or subcontract
3. Annual outage data for the last five years or similar performance measurements
4. Total contract value
5. Period of performance
6. Principal parties involved and telephone numbers

L.1.3.3 Past Performance Evaluation: During past performance evaluation, the Government reserves the right to look outside of the proposals for past performance information of the offeror. The Government will consider information submitted by the offeror and owners/clients, as well as any other relevant and reliable information obtained from any other source (including information from Government personnel and databases). The Government will evaluate the currency and relevancy of the information, the source of the information, and general trends in performance, and appropriately factor the information into the evaluation. Information on significant problems encountered, customer dissatisfactions, and corrective actions taken should be provided. This comparative assessment of past performance is separate from the responsibility determination. In the event an offeror lacks a record of relevant past performance, or if information is not available, the offeror will not be evaluated favorably or unfavorably for past performance. **The agency will base the past performance information on the project experience provided in Factor 1 and the past performance information received in response to this solicitation, as well as all other relevant and reliable sources of information authorized by the solicitation relating to past performance.**

L.1.3.4 Subcontractor Past Performance Evaluation: The Government will evaluate past performance information on each pre-selected subcontractor, identified in the offeror's proposal, that will perform more than 10% of the effort. During past performance evaluation, the Government reserves the right to look outside the offers for past performance information of the identified subcontractors.

L.1.3.5 Awards and Certifications. The offeror should describe any quality awards or certifications that indicate the offeror possesses a high quality process for developing and producing the product or service required. Identify the segment of the company (one division or the entire company) which received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply. A negative response is required if the offeror has no awards or certifications.

L.1.4 PRICE/COST PROPOSAL PREPARATION INSTRUCTIONS - (FACTOR 3)

L.1.4.1 System Acquisition Price. (CLINs 0001AA, 0002AA, 0003AA, 0004AA, 0005AA)

The offeror shall offer a price for conveyance of all right, title, and interest of the United States in the utility system. The consideration may take the form of a lump sum credit or monthly credit as a reduction in charges for the utility services provided. The offeror shall provide price support for the proposal, methodology, and assumptions on which it is based. The methodology for determination of fair market value (appraisal, book value, business value, etc) shall be substantiated in the price proposal.

L.1.4.2 System Characterization and Workplan. (CLINS 0001AB, 0002AB, 0003AB, 0004AB, 0005AB)

The offeror shall propose a firm fixed price for execution of the services described in Section J, Attachment J.1. The offeror shall provide price support for the proposal, methodology, and assumptions on which it is

exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a fixed price **and/or fixed-price contract with prospective price redetermination, requirements** contract resulting from this solicitation.

(End of clause)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

DATA ITEM DESCRIPTION		FORM APPROVAL OMB NO 0704-0188	
1. TITLE Environmental Baseline Study		2. IDENTIFICATION NUMBER P016 - GAS - Amendment 0008	
3. DESCRIPTION / PURPOSE The Government requires that the contractor perform an Environmental Baseline Study to determine potential liabilities associated with the environmental condition of the proposed property transactions.			
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION / INTERRELATIONSHIP This Data Item Description (DID) contains the content and requirements for the Environmental Baseline Study (EBS) and additional environmental information for the Government. Collectively these are the environmental considerations (EC).			
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS 10.1 <u>Performance.</u> The Environmental Baseline Study (EBS) shall be in accordance with AR 200-1, "Environmental Protection and Enhancement." ASTM Phase I environmental assessment standards shall also be used (E 1527 is the ASTM Standard Practice for Environmental Site Assessments (ESAs): Phase I ESAs). The Army real property proposed for transfer shall be classified according to standard classifications of environmental condition of property such as ASTM Standard D 5746-98 and the Community Environmental Response and Facilitation Act categories (CEFRA). (1) summarize the scope of investigation, the property background research, and the environmental investigative work; (2) evaluate the environmental conditions; and (3) characterize the risks associated with the property transactions. (4) reduce uncertainty regarding recognized environmental conditions. (5) ensure that appropriate studies are completed in conjunction with the preparation of the EC so that the final EBS results in the properties proposed for transfer are categorized suitable to transfer. (6) Minimum environmental considerations for the EBS. A. Asset information B. Physical Description C. Historical use of the site D. Historical records and regulatory file research E. Site hydrology and geology F. Site reconnaissance i. Photographic record ii. Property use iii. Interviews iv. Underground and above ground storage tanks v. Chemicals and hazardous substances vi. PCBs vii. Transformers viii. Radon ix. Asbestos x. Lead G. Review of Special Resources i. Land Use ii. Wetlands iii. 100 Year Flood Zone iv. Coastal Zone v. Threatened/Endangered Species vi. Archaeological/Historical H. Environmental Condition of Property Map			

- i. Identify property to be transferred
- ii. Delineate parcels in accordance with the following categories;
 1. white
 2. blue
 3. light green
 4. dark green
 5. yellow
 6. red
 7. gray
- iii. One acre grid overlay or other approved grid size.
- iv. Category Map Table
 1. Parcel number – list parcels in consecutive order. Non-CERCLA issues designated as qualified parcels should be numbered and listed following the listing of category 1 through 7 parcels.
 2. Category – indicate the appropriate category 1 through 7. For non-CERCLA issue parcels use “Q”.
 3. Qualifying Issues – show applicable non-CERCLA concerns adjacent to the “Q” number as follows;
 - a. A for Asbestos
 - b. L for Lead Based Paint
 - c. P for PCB
 - d. R for Radon
 - e. X for UXO
 4. Location – identified using x and y coordinates based upon grid overlay.
 5. Basis – brief rationale for parcel category and other reasons that contribute to parcel label.
 6. Source of evidence – identify information source justifying parcel category.
 7. Reference – provide EBS page and section number that provides additional information
 8. Storage – identify if storage of hazardous substances above reportable quantities are an issue as required for real property transfer under CERCLA Section 120(h)(1).

10.2 Study Presentation Format. The EBS report shall include photographs of each site and shall reference the data that has been collected in the area as a result of environmental investigations and remedial actions. It shall be written as an engineering document, be well organized, and provide evaluations, conclusions, and recommendations. All applicable data collected as part of the field effort shall be validated and certified. The contractor shall provide two complete copies of the EBS report. The report shall be submitted in both hard copy and electronic digital format. The information volume(s) will be provided in three ring binder(s), on 8 1/2” x 11” sheets, with separate sections for the study index, study narrative, findings, permit data, and system maps, as applicable. The report narrative section shall include a description of the study performance and methodology, key environmental issues, and study results. Data shall be presented such that it can easily be correlated to the maps. Supporting maps shall be provided in full size, folded to 8 1/2” x 11” size, and placed in the binder(s).

Five hard copies of the draft report and an electronic copy in Microsoft Word will be sent to the Government Contracting officer for review. The U.S. Government reserves the right to ask for resubmission of EBS reports to incorporate corrections of errors and/or omissions by the consultant that are identified by the Army. The reports will not be finalized until such time as a letter certifying approval from the Government Contracting Officer is provided. All of the sections described below must be included in the report, in the format as shown. If no information was encountered for a specific issue, it must be noted in the appropriate section. It cannot be deleted from the report.

The report will be called: “Installation Name” ENVIRONMENTAL BASELINE STUDY

TRANSMITTAL LETTER

Bound in report as first page or immediately following title page. Include signatures of primary author(s) and reviewer(s). Do not include any conclusions or recommendations.

EXECUTIVE SUMMARY

Include a brief description of the current and former site use(s), and areas of environmental concern (i.e. USTs, ASTs, HM storage areas, septic systems, drywells, natural resources, cultural resources, asbestos, lead, etc.)

TABLE OF CONTENTS

1.0 INTRODUCTION

The introduction must state the name, address and facility ID of the property, the date of the site inspection, the report author(s), and the U.S. Army Requesting Officer.

2.0 SUMMARY OF PREVIOUS ENVIRONMENTAL SITE ASSESSMENTS

If previous reports pertaining to the subject property are in the possession of the consultant or are provided to the consultant by a third party, the information contained in these reports should be summarized. Include discussion of any asbestos or lead paint surveys previously conducted for on-site buildings.

3.0 ASSET INFORMATION

Provide general information on the subject property to include: the property address, point of contact/site owner for the subject property, date of ownership, zoning/land use, county, USGS Quadrangle, Latitude and Longitude, and a legal description of the subject property.

4.0 SITE LOCATION AND PHYSICAL DESCRIPTION

Provide a physical description of the subject property and adjacent properties. This description should include a narrative description, site location maps, land and building areas, and building descriptions. Additionally, provide a color coded identifying the property classifications (**CERFA Property Categories**) if there are multiple classifications

5.0 CURRENT AREA CHARACTERISTICS

Based upon regulatory and municipal record research in accordance with ASTM Standards, and area observations, the EBS report must address/describe the following:

5.1 Adjacent Properties

5.1.1 Names and addresses of all properties that abut the subject property. If the property is abutted by a railroad, street or other right-of-way, identify the property on the immediately opposite side of the feature.

5.1.2 Current uses of/operations on properties that abut the subject property.

5.2 Properties Within 1 mile

- The consultant shall report the results of agency research, as described in Section 10.1.(6).D., relative to the subject property. If no information for the subject property is encountered, the report must state such.
- The presence of any "high risk" properties within 1 mile of the subject property as determined by municipal research and area reconnaissance. (See ASTM E 1528 Transaction Screen Questions 21 and 22 for definition of "high risk" properties.)
- The distance, direction and hydrologic relation to the site should also be provided.
- For those sites where a large number of high-risk properties are present, a summary table may be utilized. Additionally, for investigations where a large number of area properties have USTs, a UST Summary Table may also be utilized.

5.3 SITE HYDROLOGY AND GEOLOGY

The following must be discussed in this section:

5.3.1 Surface Water Characteristics:

5.3.2 Ground Water Characteristics:

6.0 SITE HISTORY

Based on municipal research (e.g. Assessors Office, Clerks Office, Building Department, Planning Department, Fire Marshal, Health Department, Town Historian), a review of historical city directories/atlasses, a review of Sanborn Insurance maps, & a review of aerial photographs, the EBS report shall address/describe the following:

- Former owners of the subject property.
- Past uses of/operations on the subject property back to the property's obvious first developed use or back to 1940, whichever is earlier.
- Types/amounts of hazardous materials used, stored, or disposed of at the subject property.
- If USTs were formerly located at the property, document the removal and/or decommissioning activities.
- Any gaps in the historical record should be noted and explained.

- Whether or not any water supply wells and/or septic systems were formerly present on the subject property.

7.0 SITE REGULATORY INFORMATION

8.0 Environmental Management Issues

- 8.1 UNDERGROUND/ABOVEGROUND STORAGE TANKS
- 8.2 CHEMICALS/HAZARDOUS SUBSTANCES
- 8.3 LANDFILLS
- 8.4 PITS, SUMPS, DRYWALLS, AND CATCHBASINS
- 8.5 POLYCHLORINATED BIPHENYLS (PCBs)
- 8.6 RADON
- 8.7 ASBESTOS-CONTAINING MATERIAL
- 8.8 LEAD

9.0 REVIEW OF SPECIAL RESOURCES

This section must include, but is not limited to, the following sections:

- 9.1 LAND USE
- 9.2 WETLANDS
- 9.3 100 YEAR FLOOD ZONE
- 9.4 COASTAL ZONE
- 9.5 THREATENED/ENDANGERED SPECIES (summarize available information).
- 9.6 ARCHAEOLOGICAL/HISTORIC SITES (summarize available information).

10.0 CONCLUSIONS

The consultant shall present a summary of the factual findings of the assessment only, which will conclude with an environmental categorization of the property as defined by the CERFA property categories **1-6**.

10.1 CERCLA Certifications

A CERCLA certifications section will be included. This section shall include:

All certifications required by CERCLA:

If it is determined that no hazardous substance activity occurred on the property, the report must include the following statement-

"The Army has determined, in accordance with regulations issued by the U.S. Environmental Protection Agency at 40 CFR Part 373, that there is no evidence to indicate that hazardous substance activity took place on the property based on a complete search of agency files."

****Note:** Hazardous substance activity is defined as the known release or disposal of any hazardous substance or the storage (for one year or more) of an acutely hazardous waste (as listed in 40 CFR 261.30) in quantities of one kilogram(kg) or more; or any hazardous substance in quantities greater than or equal to 1,000 kgs or the hazardous substance's reportable quantity found in 40 CFR 302.4, whichever is greater.**

If there was activity involving hazardous substances the following must be included-

The information included in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or "Superfund") 42 U.S.C. Section 9620(h).

The Army advises that the list provided as attachment to this DID (*list will be provided by the Government*) includes the list of items likely stored or known to be released or disposed of on the property along with a description of the remedial action taken. All remedial action necessary to protect human health and the environment with respect to the hazardous substance activity has been taken. Any additional remedial action found to be necessary shall be conducted by the United States. In the event remedial action is found to be necessary after the date of transfer, the United States shall have access to the property for such remedial purposes.

Beneath the CERCLA certifications, will be a statement which indicates who prepared the document and that they believe the information to be an accurate depiction of the environmental conditions at the subject property. A signature will be required with the name/title/rank of the document "preparer."

10.2 Additional Assurances

There will be additional assurances provided below the CERCLA certifications in the following instances:

1. If there are USTs on-site, there must be an assurance stating that the USTs are in compliance and that the Army will continue to maintain them in compliance with applicable laws as long as the property is owned by the Army.

2. If there are PCB transformers on-site, there must be an assurance that the equipment is in compliance and that the Army will continue to maintain it in compliance with applicable regulations as long as the property is owned by the Army.

3. If there is PCB equipment on-site, there must be an assurance that the equipment is in compliance and that the Army will continue to maintain it in compliance with applicable regulations as long as the property is owned by the Army.

Beneath the additional assurances section, will be the following statement: "The Army has reviewed the findings reported in this EBS and accept this information to be an accurate depiction of the conditions at the subject property." A signature with name/title/rank or grade from the responsible Army representative will be required

****If no additional assurances are required, this statement and signature will be placed below the statement and signature required by the "preparer" in Section 10.1.**

10.3 Submittal Schedule. All submittals required under this DID will be itemized on an Engineering Form 4025 attached. A draft EBS shall be provided within six months after **directed to conduct one**. The Government will have a period of 30 calendar days to review and comment on the documents. The Government and the contractor will meet within two weeks of submission of comments to discuss and resolve the comments (if required).

11. DISTRIBUTION STATEMENT

DATA ITEM DESCRIPTION		FORM APPROVAL OMB NO 0704-0188	
1. TITLE Environmental Baseline Study		2. IDENTIFICATION NUMBER P016 – Water and Wastewater System - 0008	
3. DESCRIPTION / PURPOSE The Government requires that the contractor perform an Environmental Baseline Study to determine potential liabilities associated with the environmental condition of the proposed property transactions.			
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION / INTERRELATIONSHIP This Data Item Description (DID) contains the content and requirements for the Environmental Baseline Study (EBS) and additional environmental information for the Government. Collectively these are the environmental considerations (EC).			
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS 10.1 <u>Performance.</u> The Environmental Baseline Study (EBS) shall be in accordance with AR 200-1, "Environmental Protection and Enhancement." ASTM Phase I and II environmental assessment standards shall also be used. The Army real property proposed for transfer shall be classified according to standard classifications of environmental condition of property such as ASTM Standard D 5746-98 and the Community Environmental Response and Facilitation Act categories (CEFRA). (1) summarize the scope of investigation, the property background research, and the environmental investigative work; (2) summarize the environmental conditions; (3) characterize the risks associated with the property transactions. (4) reduce uncertainty regarding recognized environmental conditions. (5) ensure that appropriate studies are completed in conjunction with the preparation of the EC so that the final EBS results in the properties proposed for transfer are categorized suitable to transfer. 10.1.1 Minimum environmental considerations for the EBS. A. Asset information B. Physical Description C. Historical use of the site D. Historical records and regulatory file research E. Site hydrology and geology F. Site reconnaissance a. Photographic record b. Property use c. Interviews d. Underground and above ground storage tanks e. Chemical and hazardous substances f. PCBs g. Transformers h. Radon i. Asbestos j. Lead G. Review of Special Resources a. Land Use b. Wetlands			

- c. 100 Year Flood Zone
- d. Coastal Zone
- e. Threatened/Endangered Species
- f. Archaeological/Historical

H. Environmental Condition of Property Map

- i. Identify property to be transferred
- ii. Delineate parcels in accordance with the following categories;
 - 1. white
 - 2. blue
 - 3. light green
 - 4. dark green
 - 5. yellow
 - 6. red
 - 7. gray
- iii. One acre grid overlay or other approved grid size.
- iv. Category Map Table
 - 1. Parcel number – list parcels in consecutive order. Non-CERCLA issues designated as qualified parcels should be numbered and listed following the listing of category 1 through 7 parcels.
 - 2. Category – indicate the appropriate category 1 through 7. For non-CERCLA issue parcels use “Q”.
 - 3. Qualifying Issues – show applicable non-CERCLA concerns adjacent to the “Q” number as follows;
 - a. A for Asbestos
 - b. L for Lead Based Paint
 - c. P for PCB
 - d. R for Radon
 - e. X for UXO
 - 4. Location – identified using x and y coordinates based upon grid overlay.
 - 5. Basis – brief rationale for parcel category and other reasons that contribute to parcel label.
 - 6. Source of evidence – identify information source justifying parcel category.
 - 7. Reference – provide EBS page and section number that provides additional information
 - 8. Storage – identify if storage of hazardous substances above reportable quantities are an issue as required for real property transfer under CERCLA Section 120(h)(1).

10.2 Study Presentation Format. The EBS report shall reference the data that has been collected in the area as a result of environmental investigations and remedial actions that are specific to the facilities being transferred. It shall be written as an engineering document, be well organized, and provide a summary of environmental conditions. The contractor shall provide two complete copies of the EBS report. The report shall be submitted in both hard copy and electronic digital format. The information volume(s) will be provided in three ring binder(s), on 8 1/2” x 11” sheets, with separate sections for the study index, study narrative, findings, and system maps, as applicable. The report narrative section shall include a description of the study performance and methodology, key environmental issues, and study results. Data shall be presented such that it can easily be correlated to the maps. Supporting maps shall be provided in full size, folded to 8 1/2” x 11” size, and placed in the binder(s).

10.3 Submittal Schedule. A draft EBS shall be provided within six months after **directed to conduct one**. The Government will have a period of 30 calendar days to review and comment on the documents. The Government and the contractor will meet in person or by telephone within two weeks of submission of comments to discuss and resolve the comments (if required).

DATA ITEM DESCRIPTION		FORM APPROVAL OMB NO 0704-0188	
1. TITLE Environmental Baseline Study		2. IDENTIFICATION NUMBER P016 - Electric - Amendment 0008	
3. DESCRIPTION / PURPOSE The Government requires that the contractor perform an Environmental Baseline Study to determine potential liabilities associated with the environmental condition of the proposed property transactions.			
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION / INTERRELATIONSHIP This Data Item Description (DID) contains the content and requirements for the Environmental Baseline Study (EBS) and additional environmental information for the Government. Collectively these are the environmental considerations (EC).			
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS 10.1 <u>Performance.</u> The Environmental Baseline Study (EBS) shall be in accordance with AR 200-1, "Environmental Protection and Enhancement." ASTM Phase I environmental assessment standards shall also be used (E 1527 is the ASTM Standard Practice for Environmental Site Assessments (ESAs): Phase I ESAs). The Army real property proposed for transfer shall be classified according to standard classifications of environmental condition of property such as ASTM Standard D 5746-98 and the Community Environmental Response and Facilitation Act categories (CEFRA). (1) summarize the scope of investigation, the property background research, and the environmental investigative work; (2) evaluate the environmental conditions; and (3) characterize the risks associated with the property transactions. (4) reduce uncertainty regarding recognized environmental conditions. (5) ensure that appropriate studies are completed in conjunction with the preparation of the EC so that the final EBS results in the properties proposed for transfer are categorized suitable to transfer. (6) Minimum environmental considerations for the EBS. A. Asset information B. Physical Description C. Historical use of the site D. Historical records and regulatory file research E. Site hydrology and geology F. Site reconnaissance i. Photographic record ii. Property use iii. Interviews iv. Underground and above ground storage tanks v. Chemicals and hazardous substances vi. PCBs vii. Transformers viii. Radon ix. Asbestos x. Lead G. Review of Special Resources i. Land Use ii. Wetlands iii. 100 Year Flood Zone iv. Coastal Zone v. Threatened/Endangered Species			

10.2 Study Presentation Format. All submittals required under this DID will be itemized on an Engineering Form 4025 attached. The EBS report shall include photographs of each site and shall reference the data that has been collected in the area as a result of environmental investigations and remedial actions. It shall be written as an engineering document, be well organized, and provide evaluations, conclusions, and recommendations. All applicable data collected as part of the field effort shall be validated and certified. The contractor shall provide two complete copies of the EBS report. The report shall be submitted in both hard copy and electronic digital format. The information volume(s) will be provided in three ring binder(s), on 8 1/2" x 11" sheets, with separate sections for the study index, study narrative, findings, permit data, and system maps, as applicable. The report narrative section shall include a description of the study performance and methodology, key environmental issues, and study results. Data shall be presented such that it can easily be correlated to the maps. Supporting maps shall be provided in full size, folded to 8 1/2" x 11" size, and placed in the binder(s).

Five hard copies of the draft report and an electronic copy in Microsoft Word will be sent to the Government Contracting officer for review. The U.S. Government reserves the right to ask for resubmission of EBS reports to incorporate corrections of errors and/or omissions by the consultant that are identified by the Army. The reports will not be finalized until such time as a letter certifying approval from the Government Contracting Officer is provided. All of the sections described below must be included in the report, in the format as shown. If no information was encountered for a specific issue, it must be noted in the appropriate section. It cannot be deleted from the report.

The report will be called: "*Installation Name*" ENVIRONMENTAL BASELINE STUDY

TRANSMITTAL LETTER

Bound in report as first page or immediately following title page. Include signatures of primary author(s) and reviewer(s). Do not include any conclusions or recommendations.

EXECUTIVE SUMMARY

Include a brief description of the current and former site use(s), and areas of environmental concern (i.e. USTs, ASTs, HM storage areas, septic systems, drywells, natural resources, cultural resources, asbestos, lead, etc.)

TABLE OF CONTENTS

1.0 INTRODUCTION

The introduction must state the name, address and facility ID of the property, the date of the site inspection, the report author(s), and the U.S. Army Requesting Officer.

2.0 SUMMARY OF PREVIOUS ENVIRONMENTAL SITE ASSESSMENTS

If previous reports pertaining to the subject property are in the possession of the consultant or are provided to the consultant by a third party, the information contained in these reports should be summarized. Include discussion of any asbestos or lead paint surveys previously conducted for on-site buildings.

3.0 ASSET INFORMATION

Provide general information on the subject property to include: the property address, point of contact/site owner for the subject property, date of ownership, zoning/land use, county, USGS Quadrangle, Latitude and Longitude, and a legal description of the subject property.

4.0 SITE LOCATION AND PHYSICAL DESCRIPTION

Provide a physical description of the subject property and adjacent properties. This description should include a narrative description, site location maps, land and building areas, and building descriptions. Additionally, provide a color coded identifying the property classifications (**CERFA Property Categories**) if there are multiple classifications

5.0 CURRENT AREA CHARACTERISTICS

Based upon regulatory and municipal record research in accordance with ASTM Standards, and area observations, the EBS report must address/describe the following:

5.1 Adjacent Properties

5.1.1 Names and addresses of all properties that abut the subject property. If the property is abutted by a railroad, street or other right-of-way, identify the property on the immediately opposite side of the feature.

5.1.2 Current uses of/operations on properties that abut the subject property.

5.2 Properties Within 1 mile

- The consultant shall report the results of agency research, as described in Section 10.1.(6).D., relative to the subject property. If no information for the subject property is encountered, the report must state such.
- The presence of any “high risk” properties within 1 mile of the subject property as determined by municipal research and area reconnaissance. (See ASTM E 1528 Transaction Screen Questions 21 and 22 for definition of “high risk” properties.)
- The distance, direction and hydrologic relation to the site should also be provided.
- For those sites where a large number of high-risk properties are present, a summary table may be utilized. Additionally, for investigations where a large number of area properties have USTs, a UST Summary Table may also be utilized.

5.3 SITE HYDROLOGY AND GEOLOGY

The following must be discussed in this section:

5.3.1 Surface Water Characteristics:

5.3.2 Ground Water Characteristics:

6.0 SITE HISTORY

Based on municipal research (e.g. Assessors Office, Clerks Office, Building Department, Planning Department, Fire Marshal, Health Department, Town Historian), a review of historical city directories/atlas, a review of Sanborn Insurance maps, & a review of aerial photographs, the EBS report shall address/describe the following:

- Former owners of the subject property.
- Past uses of/operations on the subject property back to the property’s obvious first developed use or back to 1940, whichever is earlier.
- Types/amounts of hazardous materials used, stored, or disposed of at the subject property.
- If USTs were formerly located at the property, document the removal and/or decommissioning activities.
- Any gaps in the historical record should be noted and explained.
- Whether or not any water supply wells and/or septic systems were formerly present on the subject property.

7.0 SITE REGULATORY INFORMATION

8.0 Environmental Management Issues

8.1 UNDERGROUND/ABOVEGROUND STORAGE TANKS

8.2 CHEMICALS/HAZARDOUS SUBSTANCES

8.3 LANDFILLS

8.4 PITS, SUMPS, DRYWALLS, AND CATCHBASINS

8.5 POLYCHLORINATED BIPHENYLS (PCBs)

8.6 RADON

8.7 ASBESTOS-CONTAINING MATERIAL

8.8 LEAD

9.0 REVIEW OF SPECIAL RESOURCES

This section must include, but is not limited to, the following sections:

9.1 LAND USE

9.2 WETLANDS

9.3 100 YEAR FLOOD ZONE

9.4 COASTAL ZONE

9.5 THREATENED/ENDANGERED SPECIES (summarize available information).

9.6 ARCHAEOLOGICAL/HISTORIC SITES (summarize available information).

10.0 CONCLUSIONS

The consultant shall present a summary of the factual findings of the assessment only, which will conclude with an environmental categorization of the property as defined by the CERFA property categories **1-6**.

10.1 CERCLA Certifications

A CERCLA certifications section will be included. This section shall include:

All certifications required by CERCLA:

If it is determined that no hazardous substance activity occurred on the property, the report must include the

following statement-

"The Army has determined, in accordance with regulations issued by the U.S. Environmental Protection Agency at 40 CFR Part 373, that there is no evidence to indicate that hazardous substance activity took place on the property based on a complete search of agency files."

****Note:** Hazardous substance activity is defined as the known release or disposal of any hazardous substance or the storage (for one year or more) of an acutely hazardous waste (as listed in 40 CFR 261.30) in quantities of one kilogram(kg) or more; or any hazardous substance in quantities greater than or equal to 1,000 kgs or the hazardous substance's reportable quantity found in 40 CFR 302.4, whichever is greater.**

If there was activity involving hazardous substances the following must be included-

The information included in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or "Superfund") 42 U.S.C. Section 9620(h).

The Army advises that the list provided as attachment to this DID (*list will be provided by the Government*) includes the list of items likely stored or known to be released or disposed of on the property along with a description of the remedial action taken. All remedial action necessary to protect human health and the environment with respect to the hazardous substance activity has been taken. Any additional remedial action found to be necessary shall be conducted by the United States. In the event remedial action is found to be necessary after the date of transfer, the United States shall have access to the property for such remedial purposes.

Beneath the CERCLA certifications, will be a statement which indicates who prepared the document and that they believe the information to be an accurate depiction of the environmental conditions at the subject property. A signature will be required with the name/title/rank of the document "preparer."

10.2 Additional Assurances

There will be additional assurances provided below the CERCLA certifications in the following instances:

1. If there are USTs on-site, there must be an assurance stating that the USTs are in compliance and that the Army will continue to maintain them in compliance with applicable laws as long as the property is owned by the Army.
2. If there are PCB transformers on-site, there must be an assurance that the equipment is in compliance and that the Army will continue to maintain it in compliance with applicable regulations as long as the property is owned by the Army.
3. If there is PCB equipment on-site, there must be an assurance that the equipment is in compliance and that the Army will continue to maintain it in compliance with applicable regulations as long as the property is owned by the Army.

Beneath the additional assurances section, will be the following statement: "The Army has reviewed the findings reported in this EBS and accept this information to be an accurate depiction of the conditions at the subject property." A signature with name/title/rank or grade from the responsible Army representative will be required

****If no additional assurances are required, this statement and signature will be placed below the statement and signature required by the "preparer" in Section 10.1.**

10.3 Submittal Schedule. A draft EBS shall be provided within six months after **directed to conduct one**. The Government will have a period of 30 calendar days to review and comment on the documents. The Government and the contractor will meet within two weeks of submission of comments to discuss and resolve the comments (if required).

11. DISTRIBUTION STATEMENT